

# JANITORIAL SOW U.S. Embassy Dar es Salaam

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## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### 1. SCOPE OF WORK

The purpose of this fixed price contract is to obtain janitorial services for real property owned or managed by the U.S. Government at Embassy Dar es Salaam. The Contractor shall perform janitorial services in all designated spaces including, but not limited to halls, offices, restrooms, work areas, entrance ways, lobbies, kitchenettes, storage areas, elevators and stairways. The contract will be for a one year period from the date of the contract award, with one year award and (4) one-year optional renewals.

The contractor shall furnish all managerial, administrative, and direct labor personnel and acceptable materials and supplies that are necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.). Work areas are the embassy complex including: USAID , Chancery, Warehouse offices, Warehouse Shops, Embassy compound mechanical spaces, Warehouse receiving area, North and South Warehouses ,and the CDC Annex, see section 3.0.

#### 1.1 General Instructions

The contractor shall prepare general instructions for the work force. The contractor is to provide qualified personnel that are properly trained and provide ongoing training. Ongoing contractor training program is to be approved by the Contracting Officer's Representative (COR). Contractor shall provide an operational plan including personnel's work time and materials to be used. The Contractor shall provide work times, materials to be used, instruction and training program drafts to the COR for review within the timeframe stipulated below under Point #10 Calendar and Deliverables of the Continuation of Form SF1449. The COR must approve these general instructions before issuance.

#### 1.2 Duties and Responsibilities

1.2.1 Certain areas listed in section 3.0 require an escort and can only be entered during scheduled times. The General Instructions shall emphasize security requirements so that accidental security violations do not occur.

1.2.2. Contractor shall schedule routine cleaning requirements to ensure that these are done in the order and time frame that are most efficient and have the least impact on normal operations. They are to be performed on a daily basis during normal hours (06:00 – 17:00 Monday – Thursday and 06:00 – 11:30 on Friday). Afterhours work for carpet cleaning, floor cleaning, waxing is to be accomplished Monday – Thursday 17:00 – 18:00, Friday 11:30 – 18:00 and on case by case basis Saturday and Sunday

07:30 – 17:00, with approval from COR. Expected regularly scheduled overtime compensation are not to be included as part of the budget submission.

1.2.3. Contractor shall schedule periodic cleaning requirements so that they cause minimal disruption to the normal operations of the facility. The COR shall approve the schedules presented which meet the needs of the individual facility.

1.2.4. Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services specified in this contract. The COR shall order these services on an as needed basis by using Task Orders. This work shall be performed by Contractor trained employees, and shall not be subcontracted. The COR may require the Contractor to provide temporary additional services with 24 hour advance notice.

1.2.5 The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the COR's written confirmation for the temporary additional services.

### 1.3 Types of Services

Standard Services shall include the following work:

#### **1.3.1 Daily Cleaning Requirements of Chancery, USAID, Warehouse, CDC, and Compound Access Control (CACs) 1, 2 and 3 shall consist of:**

1.3.1.1 Sweeping and cleaning all floor areas including damp mopping of areas such as tile, linoleum, staircases and public areas in. Floors shall be free of dust, mud, sand, footprints, liquid spills, old Wax (wax that is discolored or built up excessively) and other debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to clean underneath. The frequency may be higher than once per day when it is rainy. When completed, the floor and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of remaining dirt or standing water.

1.3.1.2 Dusting and cleaning all furniture including desks, chairs, credenzas, computer tables, telephone tables, bookshelves with or without glass doors, coat racks, umbrella stands, pictures, maps, telephones, computers and computer monitor screens, lamps banisters, rails, door frames, picture frames, top of all cabinets as well, and other common things found in an office environment. All furniture shall be free of dust, dirt, and sticky surfaces and areas.

1.3.1.3 Vacuuming and cleaning all carpeted areas, rugs, runners, and carpet protectors so that they are free from dust, dirt, mud, etc. When completed, the area shall be free of all litter, lint, loose soil and debris. Any chairs, trash receptacles, and easily moveable items shall be moved to vacuum underneath, and then replaced in the original position.

1.3.1.4 Thorough cleaning of toilets, bathrooms, mirrors, and shower facilities, using suitable non-abrasive cleaners and disinfectants (cleaning material must be approved by COR). All surfaces shall be free of grime, soap scum, mold, mildew, smudges and must be disinfected. The Contractor shall refill paper towels, toilet paper, and soap in all bathrooms in the morning, afternoon and evening before 18:00. The Contractor shall check the Chancery, USAID and CDC public and common toilets to ensure that the facilities are always clean, pristine and neat 3 times in the morning at 07:30, 09:30 and 11:30 and 3 times in the afternoon at 13:30, 15:30 and 16:30. A sign off sheet with date, time and cleaner's name denoted is to be displayed in each bathroom and cleaners are to sign the sheet after each cleaning and date. All bathroom stainless steel must be cleaned with stainless steel cleaner once daily. All chromed fixtures are to be cleaned with chrome cleaner and sanitized. All porcelain is to be cleaned with porcelain cleaner and sanitized. Contractor is responsible for removing trash from bathroom stall sanitary bins in ladies room and bathroom wall trash bins in all bathrooms. Trash is to be taken to the designated trash area being the trash transfer room at CAC3 Truck Transfer as directed by the COR.

1.3.2.5 In all buildings clean stairs 2 times daily once in the morning and once in the afternoon.

1.3.1.6 Emptying all wastepaper baskets, exterior ashtrays and washing or wiping them clean with a damp cloth, replacing plastic wastepaper basket linings and returning items where they were located.

1.3.1.7 Cleaning of glasses, cups, and coffee services in conference facilities and in the Ambassador's office area. The Contractor shall clean the items in hot soapy water and rinse, dry and polish so that a presentable appearance is maintained. Polish all tables, counters and wood surfaces in the Chancery Front Office/Ambassador's area, USAID Front Office and CDC Front Office.

1.3.1.8 Removing any grease marks or fingerprints from walls, doors, door frames, windows and window frames, glass desk protectors, reception booths and partitions.

1.3.1.9 All other trash bins and trash receptacles emptied and trash is to be taken to the designated trash area being the trash transfer room at CAC3 Truck Transfer as directed by the COR, and keeping the trash area in a reasonably clean condition.

1.3.1.10 Sweep and damp mop warehouse floors remove all trash as directed warehouse manager. Clean all 4 staircases in warehouse. Clean warehouse shelving under direction of warehouse manager.

1.3.1.11 Clean floors, walls, elevators and sinks in kitchenettes in ground floor, first floor of Chancery, USAID and CDC and Front Office at 10:00 and at 14:00 and 16:00 Monday – Thursday and at 09:00 and 11:00 on Friday.

**1.3.1.12 Cafeteria Kitchen and Dining Halls are not included in this contract.**

**1.3.2 Weekly and Bi-Weekly Cleaning Requirements of Chancery, USAID, Warehouse, CDC, and Compound Access Control (CACS) 1, 2 and 3 shall consist of:**

- 1.3.2.1 Polishing all brass surfaces including door and window handles, plaques **weekly**.
- 1.3.2.2 Dusting tops of tall furniture, tops of picture frames and areas not covered in daily dusting **weekly**.
- 1.3.2.3 Spot cleaning baseboards and walls **bi-weekly**.
- 1.3.2.4 Spot waxing and polishing floors as **weekly**.
- 1.3.2.5 Shampooing (small area spot clean; **weekly**) carpets that are stained or dirty.
- 1.3.2.6 Dusting window sills and blinds **bi-weekly**.

**1.3.3 Monthly Cleaning Requirements of Chancery, USAID, Warehouse, CDC, and Compound Access Control (CACS) 1, 2 and 3 and mechanical spaces shall consist of:**

- 1.3.3.1 Cleaning all mechanical spaces including utility buildings, pump rooms, and air handling mechanical rooms vacuuming dust from around motor areas. Sweep and damp mop all mechanical space floors. Remove all trash under the direction of the NEC Engineer (FAC Operations.)
- 1.3.3.2 Wiping window blinds with a damp cloth to ensure that all smudges are removed.
- 1.3.3.3 Cleaning inside window glass and sash of smudges and accumulated dirt.
- 1.3.3.4 Moving all furniture and vacuuming or polishing the floor under the furniture as appropriate.
- 1.3.3.4 Dust all walls from floor to ceiling and use extension poles for high walls, ceilings and light diffusers in all buildings.
- 1.3.3.4 Washing the outsides of the windows once a month, 12 times per year, with plain water and, if necessary, light solutions approved by the Contracting Officer's Representative. Windex is not allowed on either the inside or the outside of exterior windows. Window washing includes all of the buildings outside windows. When completed the windows shall be free of smudges, lint, or streaks from the surfaces.

**1.3.4 Quarterly Cleaning Requirements of Chancery, USAID, Warehouse, CDC, and Compound Access Control (CACS) 1, 2 and 3 shall consist of:**

- 1.3.4.1 Cleaning and washing window blinds.
- 1.3.4.4 Shampooing the entire surface of carpets in the high traffic areas.
- 1.3.4.5 Cleaning and sanitizing the trash holding areas.
- 1.3.4.6 Dusting and wiping light fixtures. When completed, the light fixtures shall be free from bugs, dirt, grime, dust, and marks.

1.3.4.7 Stripping wax coats, spot checking sealer coats, and completely reapplying wax coats. Stripping wax coats and seal coats to the bare floor surface; cleaning the bare surface, and reapplying a seal coat and then wax. No more than 3 coats of wax are to be applied/built up before stripping and starting over.

### **1.3.5 Semi-Annual Cleaning Requirements of Chancery, USAID, Warehouse, CDC, and Compound Access Control (CACs) 1, 2 and 3 shall consist of:**

1.3.5.1 Shampooing carpets in all areas. Is this to be done quarterly or semi-annually?

1.3.5.2 Cleaning all light fixtures using appropriate methods to restore the original luster to the fixtures. This will include ensuring that all parabolic light reflectors are cleaned. In Chancery high ceiling lights see COR.

1.3.5.3 All bathroom floor and wall tiles and grout are to be thoroughly cleaned and sanitized.

1.3.5.4 All bathroom stainless steel must be cleaned and polished with approved stainless steel cleaner.

## **2.0 MANAGEMENT AND SUPERVISION**

2.1 The contractor shall designate a qualified representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.

2.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. For those items other than routine daily services, the contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

2.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis and provide written report. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

## **3.0 LOCATIONS FOR JANITORIAL SERVICES**

All standard services are to be delivered on regular Embassy working days.

Location Area

Building 1, Chancery, 1st Floor 2,400 Sq m

Building 1, Chancery, 2nd Floor 2,000 sq m

Building 1, Chancery, 3rd Floor 1,100 sq m

Chancery Kitchenettes

Building 2, USAID 1st Floor 1,500 sq m

Building 2, USAID 2nd Floor 1,500 sq m

Building 2, USAID 3rd Floor 400 sq m

USAID Kitchenettes

Building 3, Warehouse

(Areas between North and South wings + Gym) 2,300 sq m

Building 3, Warehouse + FM Offices & Shops 1078.21 sq m

CAC1-4 Annexes 400 sq m

CAC 4 Warehouse and Pump station 1000 sq m (To be cleaned once per month)

Building 4, CDC Offices located at NIMR HQ

Building 4, Ground floor: 586 m<sup>2</sup>

Building 4, First floor: 586 m<sup>2</sup>

Building 4, Second floor: 70 m<sup>2</sup>

CD Complex at Luthuli rd RSO will denote location after award of contract 650 sq m

Other Areas as required

NEC Runnel Water Fountains at NEC 50 sq m

Total Square Meters 15,620.21 Sq. Meters for all areas listed above.

#### **4.0 PERSONNEL**

4.1 General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government. The contractor is to submit health clearance for all workers and documentation that no worker has communicable disease. Contractor's

work force must be diversified and meet EEO standards; at least one highly qualified female janitor per work area is required. Contractor is to compensate workers' wages at a minimum of the Government of Tanzania's minimum wage of 100,000 TSH per month (as per the Association Of Tanzania Employees (ATE).)

#### 4.2 Standard of Conduct.

4.2.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). All contractor personnel must visibly display security badges and identification.

4.2.3 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

4.2.4 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient Government operations.

4.2.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

4.2.6. Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;
- unauthorized use of Government property, theft, vandalism, or immoral conduct;
- unethical or improper use of official authority or credentials;
- security violations; or,
- organizing or participating in gambling in any form.

4.2.7 Key Control. The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

#### 4.3. Notice to the Government of Labor Disputes

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

#### 4.4. Personnel Security

4.4.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take 30 calendar days to perform. No individual will be allowed on US Government property without a security clearance.

For each individual, provide the following:

Full Name

Place and Date of Birth

Current Address

Identification number

Three references

Number of years individual has worked for the contractor

Where lived for the past five years

Where worked for the past five years

Countries visited for the past five years

4.2 The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

#### **5.0. MATERIALS AND EQUIPMENT**

The contractor shall provide all necessary janitorial supplies and equipment, including mops, brooms, dust rags, detergents, cleaners, toilet paper, C fold paper towels that fit existing dispensers, liquid hand soap to be put in existing dispensers, gloves, power washers, professional carpet cleaner and extractor, trash bags, disinfectant, janitorial carts, heavy duty vacuum cleaners, wet vacuum cleaner, electric scrubber and buffing machine etc. of high international standards and quality (quality of materials and



supplies must be approved by COR and quantity available locally to be verified that a 6 month supply is available) to perform the work identified in this contract. The Contractor shall maintain a log book of all supplies stocked and verify quality. If special chemical, material or equipment is required by the Contractor to do the work properly the Contractor is to notify the COR .Contractor is to provide battery operated air freshener in the bathrooms approved by COR. Contractor is to provide list and samples of materials and supplies needed to provide service for COR Approval 5 days after contract is awarded.

For Reference only, Typical Materials used in the past at the Embassy NEC Compound and CDC.

Please submit the list of materials you will use with your bid for our reference.

1. C-Fold Paper towels
2. Toilet paper
3. Pledge lemon
4. Trash bags large and small
5. Scouring powder
6. Air freshener
7. Liquid Handwashing soap-
8. Toilet cleaning detergent-
9. Floor polish
10. Pine disinfectant-33 Bottles

Embassy will provide limited storage space for the cleaning materials and equipment of the contractor.

5.1 The Embassy has the option to reject any or all Contractor furnished property or items. However, if rejected, the contractor shall provide all necessary property, equipment or items, adequate in quantity , quality and suitable for the intended purpose, to perform all work and provide all services at no additional cost to the Government. The Contractor is responsible for the proper care, maintenance and use of property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. The Contractor shall pay all costs for repair or replacement of contractor furnished property that is damaged or destroyed due to wear and tear or Contractor negligence.

5.2 The Contractor shall maintain written records of work performed, and report the need for major repair, replacement and other capital rehabilitation work for Government property in its control.

5.3 The Contractor shall maintain inventory of Contractor property. The Contractor shall conduct these physical inventories periodically, as directed by the COR, and at termination or completion of the contract.

## **6. INSURANCE**

6.1 Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary in Tanzania and the General Liability defined in section 7.2. The Contractor shall, at its own expense, provide minimum and maintain during the entire performance period the following insurance amounts:

6.2 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury stated in US Dollars:

Per Occurrence \$75,000

Cumulative \$500,000

2. Property Damage stated in US Dollars:

Per Occurrence \$75,000

Cumulative \$500,000

6.3 The types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

6.4 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

6.5 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

a) any property of the Contractor,

b) its officers,

c) agents,

d) servants,

e) employees, or

f) any other person, arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

6.6 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

6.7 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

6.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within the timeframe stipulated under Calendar and Deliverables in Point #10. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

## **7.0. LAWS AND REGULATIONS**

7.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

7.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

## **8.0. TRANSITION PLAN**

As per the Calendar in Point #10 below, the Contracting Officer requests that the contractor develop a plan for preparing the contractor to assume all responsibilities for janitorial services. The plan shall establish the projected period for completion of all clearances of contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

## **9. CALENDAR and DELIVERABLES**

The following items shall be delivered under this contract:

9.1 Contractor to COR, The operational plan including personnel's work time and materials that are to be used. The Contractor shall provide work times, materials to be used, instruction and training program drafts. The Contractor shall provide evidence of the insurance required under this contract. Deliver to COR 10 Days after award of contract. The schedules are to be delivered to COR 10 Days after award of contract.

9.2 Contractor and COR to conduct weekly meetings on Friday Morning and conduct a walkthrough inspection of Chancery, USAID and Warehouse.

9.3 List of Personnel for security clearances From Contractor to COR 5 days after award

9.9 Transition Plan from Contractor to COR 5 days after award

9.10 Evidence of Insurance, attach to Quotation, upon submission of bid documents

9.11 Licenses/Permits, attach to Quotation, upon submission of bid documents

9.12 Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) and Assistant Contracting Officer's Representative (ACOR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved. The QASP schedules are to be delivered to COR 10 Days after award of contract.

9.13 Performance Objective Performance Threshold Services: Performs all janitorial services set forth in the Scope of Work. All required services are performed and no more than three (3) customer complaint is received per month

## **11. Quality Control**

11.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

11.2 STANDARD. The performance standard is that the Government receives no more than one (3) three customer complaints per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

11.3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## SECTION 2 - CONTRACT CLAUSES

FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (DEC 2012), is incorporated by reference.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2012) is incorporated by reference. (See SF-1449, block 27a).

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

☐ (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☐ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L.

111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) [Reserved]

☐ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (Nov 2011).

☐ (iii) Alternate II (Nov 2011).

☐ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (Jul 2010) of 52.219-9.

☐ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

☐ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

- \_\_\_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- \_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- \_\_\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_X\_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- \_\_\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_\_ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- \_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_X\_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (Mar 2012) of 52.225-3.

\_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.

\_\_\_ (iv) Alternate III (Nov 2012) of 52.225-3.

\_\_\_ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_X\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).



\_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_ (7) 52.222-17, Non-displacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Non displacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### ADDENDUM TO CONTRACT CLAUSES

#### FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet —search engine (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

Clause Title and Date

52.204-9 PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.225-14 Inconsistency Between English Version and Translation of  
Contract (FEB 2000)

52.228-4 Workers' Compensation and War-Hazard Insurance Overseas  
(APR 1984)

52.228-5 Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)\*

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (4) years

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is

contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

#### 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

#### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. —John Smith, Office of Human Resources, ACME Corporation Support Contractor );
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

#### 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit one invoice to the following address. Do not submit duplicate invoices. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e)

US Embassy

Attention: Invoice Examiner

Budget and Fiscal Office

PO Box 9123

Dar Es Salaam, Tanzania

An alternative address is [DarInvoice@state.gov](mailto:DarInvoice@state.gov)

Include all the following on your invoice. Incomplete invoices will be delayed.

- US Government Contract/Task Order Number
- Bank EFT information
- Your invoice number
- A complete and accurate description of the goods or services delivered

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Any other American day designated by Federal law, Executive Order, or Presidential Proclamation.

The following days may be observed locally. Check with the Contracting Officer to determine which days will be observed in any one year. In any given year, not all of the following may be observed. In any given year, some days may be removed and, possibly, some others may be added.

Zanzibar Revolution day - January 12

Good Friday -

Easter Monday

Union Day

Maulid Day

Labor Day

Traders Day

Peasants Day

Nyerere Day

Boxing Day

Eid Ul-Adha

Independence Day

Boxing Day

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(b) When any such American holiday falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

#### 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope

and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Facilities Maintenance Officer